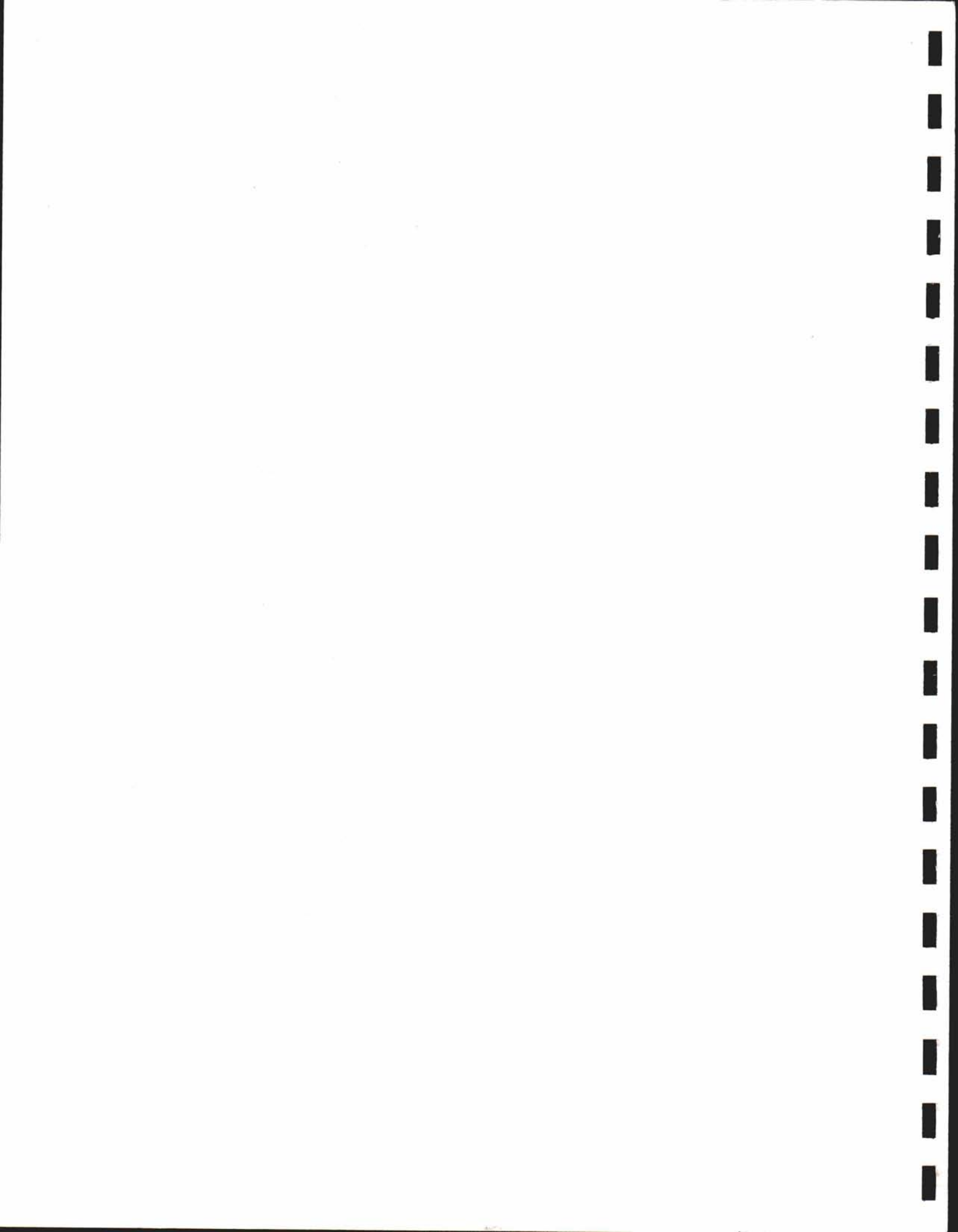


6/30/96

AGREEMENT BETWEEN
BLOOMFIELD HILLS SCHOOLS
and the
BLOOMFIELD HILLS ASSOCIATION
OF INSTRUCTIONAL ASSISTANTS
July 1, 1993 through June 30, 1996

Bloomfield Hills Schools





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ARTICLE I - PREAMBLE

This Agreement is entered into on the 1st day of July, 1993 by and between the Board of Education, Bloomfield Hills Schools, County of Oakland, State of Michigan (hereinafter referred to as the "Board/Employer"), and the Bloomfield Hills Association of Instructional Assistants (hereinafter referred to as the "Association").

ARTICLE II - RECOGNITION

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the School Board does hereby recognize the Instructional Assistant Association as the sole and exclusive representative for the purpose of collective bargaining with respect to wages, hours, and other terms and conditions of employment for the term of this Agreement for all instructional assistants assigned to SMI/SXI programs and excluding all other staff of the Bloomfield Hills Schools.

ARTICLE III - RESERVATION OF RIGHTS

- A. The Board of Education hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the constitution and laws of the State of Michigan, including:
1. The management and control of the school system and its properties and facilities, and the activities of its staff.
 2. To hire all staff and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or for dismissal or demotion; and to promote and transfer all such individuals.
 3. To determine the hours of employment, and the duties, responsibilities and assignment of individuals with respect thereto, and the terms and conditions of employment.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules and regulations and practices, and the use of judgment and discretion in connection therewith shall be limited only by the terms of this agreement.

ARTICLE IV - STAFF MEMBER RIGHTS

A. Legal Obligations

The Association and Employer agree to recognize those applicable laws governing individuals in the work place.

B. Instructional assistants may discuss assignment concerns with their immediate administrative supervisor or the assistant superintendent for personnel.

C. Nondiscrimination

The provisions of this Agreement and wages, hours, terms and conditions of employment shall be applied without discrimination based upon those classifications protected by applicable state and federal law.

D. Personnel File

Any individual will have the right, per existing law, to review the contents of their personnel and payroll file, excluding pre-employment information; and to have an Association representative present during such review. The file review will be conducted at a time mutually agreeable to the parties.

Information included in the file will be in compliance with current legal standards. In the event of adverse inclusions, the individual may submit a written response concerning such inclusion, which will also be included in the file. The individual signature on file contents will confirm only that such has been reviewed by the individual.

ARTICLE V - WORKING HOURS AND ASSIGNMENT

A. The daily schedule will be a six and one-half hour day which shall include unpaid, duty-free one-half hour lunch periods. Any modification in the daily schedule must have the approval of the supervisor of special education.

B. Before an assignment is made, the individual must meet the standards and be capable of performing the work without a trial period. It is understood that "capable of performing" the work includes satisfactory attendance as determined by the employer, temperament, personality and ability to work with a particular administrator, or the public, or teachers and students in a harmonious relationship.

C. Posting of Available Positions

When instructional assistant positions become available, the Employer will post positions within ten (10) days of availability. Staff interested in posted, available positions shall apply in writing to the supervisor of special education.

Positions will be posted as defined above for a five calendar day period. Individuals interested in another assignment shall indicate such in their written application and subsequent assignments will be made from the original posting. Assignment of an individual to a posted or other position will be at the sole option of the supervisor.

Staffing of a vacancy will not result in the posting of subsequent vacancies created by staffing of the initial position.

ARTICLE VI - SENIORITY

A. The seniority of all individuals on the seniority list shall commence with the most recent date of hire by the Board.

B. Seniority List

1. The seniority list will include the name and most recent date of hire of all staff members entitled to seniority.
2. The Board will keep the seniority list up date by providing the Association with a current copy upon request.

C. Loss of Seniority

Individuals shall lose seniority if they quit, if they are discharged, if they are absent without notice or approval for three consecutive working days, or a failure to respond within ten (10) working days from date of mailing of recall letter to the individual's last known address as provided by the individual and shown on the individual's record, or if laid off for a period of time exceeding one year.

D. Seniority (Leaves of Absence)

Staff, while on approved medical or maternity leaves of absences shall accumulate seniority.

ARTICLE VII - DISCHARGE AND DISCIPLINE

A. Notice of Discharge or Suspension

The Board agrees, upon the discharge or suspension of an individual, to promptly notify the Association verbally or in writing.

Disciplinary actions will be for cause.

B. Upon request, the Board or its designated representative, will discuss the discharge or suspension with the individual and the Association. The Board, likewise, will discuss written reprimands with the individual and the Association upon request. An individual shall be entitled to have present a representative of the Association during meetings concerning disciplinary action. When a request for such representation is made, no meeting will be conducted with respect to the individual until such representative of the Association is present, unless said representative fails to appear within a twenty-four (24) hour period.

C. Appeal of Discharge or Suspension

Should the discharged or suspended staff member or the Association consider the discharge or suspension to be improper, a complaint shall be presented in writing. The matter shall be reviewed per Article XIV.

ARTICLE VIII - PAID HOLIDAYS

The following holidays are acknowledged as paid holidays:

Labor Day	New Year's Eve
Thanksgiving	New Year's Day
Day after Thanksgiving	Good Friday
Christmas Eve	Memorial Day
Christmas Day	

In order to qualify for holiday pay the individual must work the immediate scheduled day before and after the holiday, or have an approved compensable leave.

ARTICLE IX - PAID LEAVE DAYS

A. Definition

There will be allocated one leave day per month for personal illness, to a maximum of eleven (11) days per year. One of the eleven days may be used for personal business when such business cannot be done at a time other than the hours of

employment. Personal days require prior approval of at least two working days.

Leave days may be used for bereavement purposes. The number of days used will be contingent on the situation and the number of current leave days available and will require the prior approval of the supervisor of special education for use exceeding one day. These leave days may be accumulated to a maximum of fifty (50) days.

B. Inclement Weather

The instructional assistants are expected to report as scheduled but shall be allowed to charge up to three (3) days against current year unused leave days should the SMI/SXI program be closed due to inclement weather conditions.

Individuals who report on a scheduled day when school is cancelled may be assigned other responsibilities as determined by the supervisor.

C. Maternity

Maternity as a disability will be recognized under the provisions of applicable law.

D. Jury Duty

Staff summoned for jury duty examination and investigation must notify the personnel office of receipt of such notice. If such individual then reports for jury duty, that individual shall continue to receive the regular daily wage for each day on which the individual reports for or performs jury duty and on which the individual would otherwise have been scheduled to work. Such time spent on jury duty shall not be charged against leave days.

To be eligible for the jury duty pay differential, the individual must furnish the business office with a written confirmation of jury duty, the days on jury duty, and a check for the full amount of the jury fee paid, excluding any travel allowance paid to the individual by the court.

This payment by the individual shall be made to the business office no later than two (2) weeks after the return from jury duty. Any individual found abusing this privilege shall not be entitled to the pay differential.

E. Leave Day Provisions

Leave days shall not be used for personal pleasure or extended vacations. Abuse of temporary leave shall be subject to one or more warnings, to suspension and/or dismissal. All salary

and fringe benefits of the individual are subject to being waived during the abused leave.

ARTICLE X - UNPAID LEAVE

A. Short-Term

A non-compensable leave of up to five (5) days may be taken, contingent on two weeks prior approval being received from the administration.

B. Maternity Leave

Maternity leave shall be considered a non-paid leave. The individual upon learning of the pregnancy must, no later than the fourth month of pregnancy, provide the personnel office with a physician's statement verifying estimated date of confinement. A written request for leave of absence indicating the date on which the leave is to be initiated shall be provided on or before the end of the sixth month.

The maternity leave shall begin as soon as the involved individual and/or the physician deem it necessary. An individual who desires to remain on the job must maintain a satisfactory attendance record and must provide verification from the physician of physical ability to do the work. If these conditions are not met, the administration will initiate the leave.

A maternity leave of absence will be granted for a maximum of one year (12 months) from the date the leave was effective.

An individual desiring to return from leave shall so notify the administration in writing and provide a physician's statement approving the return to work. Such notice shall be provided no less than fifteen (15) calendar days prior to the desired return date.

Return to work is contingent upon a vacancy being available for which the individual is qualified; and there shall be no layoff to provide a vacancy.

Reinstatement shall be to an instructional assistant position for which the individual is qualified. The request for return from leave shall be accompanied by a physician's statement indicating the individual's physical and emotional capability to resume a position.

In cases of adoption, the provisions of this article shall apply.

ARTICLE XI - INSURANCE BENEFITS

A. Benefit Eligibility

Commencement and duration of coverage, nature and amount of benefits, and all other aspects of coverage shall be as set forth in the Group Policy and the rules and regulations of the carrier. The Employer's only responsibility shall be payment of the premiums for the benefits specified in this Article.

Insurance benefits shall be effective the first day of the month following the instructional assistants' first date of regular employment.

Designation of the insurance carrier is contingent upon the carrier's agreement to individually experience rate the bargaining unit as a separate group, to provide the District with such information as it may request relating to the bargaining unit's experience rating and to eliminate true group requirements for any aspect of the plan.

B. Duplication of Insurance

There shall be no duplication of hospitalization insurance. The individual must notify the personnel office of any personal hospitalization coverage or coverage from spouse's hospitalization insurance plan. It is agreed that staff shall not knowingly cause the Board to provide hospitalization insurance coverage that is a duplication of such coverage already held by the individual. The Association shall encourage staff members to abide by this policy and shall assist the Board in its enforcement.

C. For each full time instructional assistant, the Employer will pay the premium for the following health, dental and vision insurance:

1. Health: The Employer will pay the premiums for up to full-family hospital/medical coverage BC/BS, PPO (comparable to MVF-1) with the \$3.00 prescription drug, a master medical deductible of \$100/200, and the RPS riders, or comparable.
2. Vision: The Employer will pay the premiums for up to full-family vision care with a \$35.00 cap on frames, services including examination (every 24 months), lenses and frames premised on a co-pay program with established reasonable and customary fee limitations.

It is agreed and understood that the Board of Education reserves the right to change carriers or to self-insure.

3. Dental: The Employer will pay the premiums for full-family dental coverage, in Classes I, II, and III, which includes preventative basic care and prosthetics, a dental plan of 100% for Class I, and 50% for Class II and III, co-pay in each class, with a \$1000 maximum per person, per year.

Carrier selection shall remain the prerogative of the District and coverage provisions indicated above may vary, but will be comparable to the above.

- D. For each full-time instructional assistant, the Employer will pay the premium for the following: life insurance, temporary disability and salary continuation coverage, and long term disability insurance.

1. Life Insurance: The Employer shall pay the premium for a life insurance and, accident and dismemberment policy for each individual. The life insurance policy shall pay the individual's designated beneficiary the sum of \$25,000 upon death with a provision for double indemnity in the event of accidental death.

2. Temporary Disability and Salary Continuation

- a. For off-the-job sickness and accident, after all leave days have been used or twenty-five (25) work days, whichever is later, the individual will be paid:

1. Up to thirty (30) compensable days at 75% of the individual's current wages.
2. Up to an additional 199 compensable days at 60% of the individual's current wages.

- b. Those individuals who have more than twenty-five (25) leave days may elect to use a minimum of twenty-five (25) days or all available in current and leave bank prior to temporary disability coverage being initiated. Individuals who elect to maintain those days in excess of twenty-five (25) will have access to unused leave days upon the return from leave.

- c. Maternity as a disability will be recognized under the provisions of applicable law.

3. Long-Term Disability

Such disability insurance shall provide benefit of 60% of the monthly earnings up to a maximum payment of \$1,000.00 per month to the individual who is unable to work due to

extended sickness or injury. The benefits of this plan shall commence after twelve (12) months of such sickness or injury and shall be payable until the individual returns to work, reaches age 65, or is deceased, whichever comes first. For the purposes of the long-term disability coverage, monthly earnings shall be the individual's regular salary divided by 12.

The amount received from the insurance company will be reduced by any primary remuneration received, or for which the individual is eligible, during the benefit period from the employer, the Michigan Public School Employees' Retirement Fund, the Federal Social Security Act (both primary and dependent), the Railroad Retirement Act, Veteran's Benefits or other such pensions.

E. Worker's Compensation

In the event an individual is absent from work due to a job-related accident, the individual will be paid, for a period not to exceed 120 days from the date of the accident, the difference between the individual's full salary and such monies as may be received from Worker's Compensation benefits (loss-of-time benefits.)

It is understood that no leave days shall be charged for absences related to a compensable job-related accident during the 120-day period defined above.

Should the individual continue to be off work beyond a period of 120 days, the individual shall not then be eligible for short-term disability benefits under Section D, Article XI. After the 120-day period, current and bank days may be used, per Article IX. No district supplement will be made after 120 days, as defined above.

Any individual required to go to the doctor as a result of an on-the-job accident will be paid for such work day without such time being charged against leave days, unless such injury was caused by horseplay or negligence of the involved individual. It is understood that visits other than the initial one at the time of the accident will be scheduled at times other than when the individual is scheduled to work, unless approved by the immediate supervisor.

Any benefits beyond one year shall be payable only under the terms of Worker's Compensation Act and Long-Term Disability Insurance Coverage of the District, provided under Article XI.

ARTICLE XII - HEALTH

To provide continuing health and safety protection for students and school personnel, staff members shall provide health certificates and submit to physical examinations as follows:

1. At the time of hiring, each individual shall provide a certificate from a physician showing that the individual is able to fulfill the assigned duties and that they are free from active tuberculosis and other communicable diseases.
2. As a condition of continued employment, each individual shall be required to file the results of a chest x-ray examination or the tuberculin skin test showing negative results, in compliance with Act 290, as amended, of Public Acts of 1966. The results of the test must be filed with the personnel office.
3. The employer may require that an individual have medical or psychological examinations by a physician of its choice. In the event that an examination is required, the expense for the examination will be paid by the Board of Education.

ARTICLE XIII - MILEAGE

- A. Staff required to use their personal vehicles as a necessary part of the job shall be paid the current IRS rate. To qualify for mileage payment, the individual must submit a mileage form in accordance with the established district procedures.
- B. In the event the monthly mileage is less than fifty (50) miles per month, the mileage form shall be held by the individual until the end of the month in which fifty (50) miles have been accumulated.

ARTICLE XIV - PROBLEM RESOLUTION

Procedure:

Any complaint by an individual concerning the application meaning, interpretation or alleged violation of this Agreement, shall constitute a concern and shall be processed as follows. No concern shall be processed unless it is presented within ten (10) working days of its occurrence.

The initial presentation of any concern shall consist of an informal discussion between the individual and immediate supervisor. At the option of the individual, a representative of the Association may participate in the discussion.

If the decision is not satisfactory to the individual or the Association, the concern shall be reduced to writing and presented to the assistant superintendent for personnel within ten (10) working days of the initial meeting. The assistant superintendent for personnel shall answer in writing within five (5) working days of receipt of the concern.

ARTICLE XV - PAID VACATION

Regular full-time instructional assistants will earn up to fifteen (15) paid vacation days per year. Earned vacation will be paid out at the close of the school year.

Those individuals who have not completed a full year will have paid vacation days prorated based on the portion of the year actually worked. Upon termination, with timely notice of at least one week, unused vacation earned to date will be paid.

ARTICLE XVI - SALARY SCHEDULES

	Step	Non-Degree	Associates Degree	Bachelors Degree
1993-1994	0	14,112	14,345	14,578
	.5	14,849	15,082	15,315
	1	15,562	15,795	16,028
	1.5	16,037	16,270	16,503
	2	16,485	16,718	16,951
	2.5	17,013	17,246	17,479
	3	17,541	17,774	18,007
	3.5	18,016	18,249	18,482
	4	18,465	18,698	18,931
	4.5	18,860	19,093	19,326
	5	21,218	21,451	21,684

1994-95

0	14,606	14,839	15,072
.5	15,369	15,602	15,835
1	16,107	16,340	16,573
1.5	16,598	16,831	17,064
2	17,062	17,295	17,528
2.5	17,609	17,842	18,075
3	18,155	18,388	18,621
3.5	18,646	18,879	19,112
4	19,112	19,345	19,578
4.5	19,520	19,753	19,986
5	21,960	22,193	22,426

Salary Schedule Placement

Per the above schedule, those individuals who have an Associate's Degree or sixty semester hours with a C average or better, an additional \$0.15/hour will be granted upon request. Those individuals who hold a Bachelor's Degree from an accredited institution of higher learning will be eligible for an additional \$0.30/hour upon request. Requests shall be made in writing to the assistant superintendent for personnel and must be verified by submission of transcripts.

Increments will be determined at the beginning of each school year. Those individuals employed prior to December 1 will be given a full increment; staff whose first day of work is after December 1, but on or before April 1, will receive a half-step increment. Credit for experience will be given to individuals who have developmental center experience.

ARTICLE XVII - REDUCTION/RECALL

- A. In the event there is a reduction in staff, the least senior instructional assistant will be removed, and remaining staff will be reassigned as determined by the administration.
- B. Staff to be laid off for an indefinite period of time will be given at least ten (10) working days notice of layoff. For purposes of recall, the most senior person will be recalled first. Notice of recall shall be sent to the individual at the last known address as provided by the individual and as shown on the employer's record, by registered or certified mail. If an individual fails to report for work within ten (10) days from date of mailing of notice of recall the individual shall be terminated.
- C. Each individual is responsible for keeping the Employer advised in writing of any changes of address and will not be

excused for failure to report for work or recall if the individual fails to receive recall notice because of their own failure to advise the Employer in writing of change of address.

ARTICLE XVIII - EFFECT OF AGREEMENT

A. Addendum to Contract

The School Board and the Association mutually agree that the terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto which may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the School Board and the Association in an amendment hereto which shall be ratified and signed by both parties.

B. Conformity to Law

This Agreement is subject in all respects to the laws of the state of Michigan with respect to the powers, rights, duties and obligations of the Employer, the Association and the staff in the bargaining unit, and in the event that any provision of this Agreement shall at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken with the time provided for doing so, such provision shall be void and inoperative; however, all other provisions of this Agreement shall continue in effect.

ARTICLE XIX - TUITION REIMBURSEMENT

Reimbursement for community college tuition will be provided for those individuals required or approved to attend school, providing coursework is completed with a grade of "B" or better. Reimbursement is subject to the coursework being directly related to the individual's assignment, and having written approval prior to enrollment from the assistant superintendent for personnel. The total annual reimbursement for the entire unit will not exceed one thousand five hundred dollars (\$1,500).

Application and supporting information for tuition reimbursement shall be filed with the personnel office by June 30 of each year. Contingent on the total reimbursement request, there may be a proration.

ARTICLE XX - DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 1993, and shall continue in full force and effect until June 30, 1996. In the event that either party should desire to cancel, terminate, modify, amend, add to, subtract from, or change the Agreement, notice of such intent shall be served by the moving party upon the other no later than ninety (90) days prior to June 30, 1996, setting forth the intention to cancel, terminate, or reopen the Agreement as the case may be. Such notice shall be served in writing. In the event of a timely notice, the parties shall promptly arrange to meet for the purpose of negotiating a Successor Agreement.

In the event that neither party serves upon the other a timely notice of desire to reopen the Agreement, for 1995/96 wages, dental and hospital/medical benefits only, in the manner set forth herein, then in such event the Agreement shall automatically be extended for a period of one (1) additional year until June 30, 1996, which extension shall be subject to the reopening and extension provisions set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly-authorized representatives this 1st day of July 1, 1993.

BOARD OF EDUCATION

INSTRUCTIONAL ASSISTANTS
WING LAKE

By _____
President

Chairperson

By _____
Vice President

Associate Chairperson

By _____
Superintendent

Associate Chairperson

